

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**

**APPROVING AN INTERLOCAL AGREEMENT
BETWEEN LEWIS COUNTY AND CEMETERY
DISTRICT #1 (WINLOCK) REGARDING WORK
BY LEWIS COUNTY, AND AUTHORIZING
SIGNATURES THEREON**

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} **RESOLUTION NO. 13-** 007
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WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 of the Revised Code of Washington ("RCW"), provides for interlocal cooperation between governmental agencies; and

WHEREAS, the Board of County Commissioners has reviewed an Interlocal Agreement between Lewis County Public Works and Cemetery District #1 (Winlock) for minor repairs to the Cemetery's flagpole, on the District's premises, at an estimated cost of \$200.00, which includes labor, materials and equipment; and

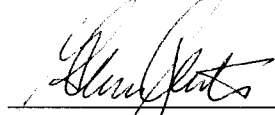
WHEREAS, it appears to be in the best public interest to authorize the execution of said Interlocal Agreement for Lewis County.

NOW, THEREFORE BE IT RESOLVED, that the Interlocal Agreement between Lewis County Public Works and Cemetery District #1 (Winlock) for minor repairs to the Cemetery's flagpole in the estimated cost of \$200.00 is hereby approved, and the Board of County Commissioners authorizes Tim Elsea, Director of Public Works, to sign the same.

DONE IN OPEN SESSION this 25th day of February, 2013.

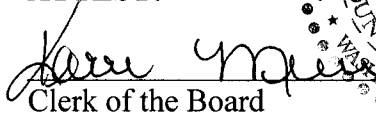
APPROVED AS TO FORM:

Jonathan L. Meyer, Prosecuting Attorney



By: Deputy Prosecuting Attorney

ATTEST:

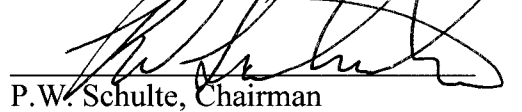

Clerk of the Board



BOARD OF COUNTY

COMMISSIONERS

LEWIS COUNTY, WASHINGTON


P.W. Schulte, Chairman

Absent
F. Lee Grose, Vice Chairman


Edna J. Fund, Member

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into pursuant to authority of R.C.W. 39.34.080 and in conformance with R.C.W. 43.09.210, this 25 day of Feb, 2013, by and between LEWIS COUNTY, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "County", and Cemetery District #1, a municipal corporation hereinafter referred to as the "District".

IT IS HEREBY COVENANTED AND AGREED as follows:

1. The District requests that the County perform the work described herein at a time and in a manner convenient to the County and hereby guarantees reimbursement to the County for all work done. The County will provide all necessary labor, material, and equipment incidental to complete repairs to the Cemetery's flagpole on the District's premises, which consist of replacing basic hardware at the top of the flagpole in order to permit raising and lowering of the flag. A preliminary estimate for the total cost of this work is approximately \$200.00.
2. The District hereby agrees to reimburse the Public Works Department of the County for all work done, based upon the actual cost of labor, equipment rental, and materials used, associated with the maintenance work involved.
3. The District certifies and warrants that it has the legal authority to accomplish this work with its own forces at the location herein specified but in fact has insufficient manpower/equipment to accomplish this work. This Agreement does not create a separate legal entity to accomplish the work, but the County Engineer shall administer the work on behalf of the parties.
4. It is understood and agreed that all reimbursable work as provided for hereto shall be accomplished only and if such work does not interrupt or interfere with the County Road Division's regular schedule, and should such reimbursable work not be accomplished prior to March 1, 2013, any and all obligation to provide same shall terminate.
5. It is understood and agreed between the parties hereto that the District agrees to protect, defend, indemnify and hold harmless the County, its commissioners, agents, departments and employees against any and all liabilities, claims, damages, penalties, actions, costs and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of this Agreement by the County, except insofar as any obligation or responsibility is imposed upon the County by statute.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

LEWIS COUNTY PUBLIC WORKS

CEMETERY DISTRICT #1